

## BUSINESS MENU PLAN LIFE OR CRITICAL ILLNESS COVER

## Plan details - April 2017



### WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS LIFE OR CRITICAL ILLNESS COVER UNDER THE BUSINESS MENU PLAN. IT TELLS YOU HOW YOUR COVER WORKS AND EXPLAINS HOW TO MAKE A CLAIM, KEEP YOUR PREMIUMS UP-TO-DATE AND HOW TO MAKE CHANGES TO YOUR COVER.

These terms and conditions are part of the contract between **you**, the plan owner, and **Royal London**. Please keep them in a safe place, as **you** may need them in the future.

The contract between **you** and **Royal London** consists of **your** application to us, these terms and conditions, **your** cover summary (which will detail each cover that **you** buy from us) and any **endorsements** to these terms and conditions that **we** give **you**. Where there's a conflict between these terms and conditions and **your** cover summary, the terms set out in **your** cover summary will apply.

#### Cancelling your plan

If, after taking out the plan, you feel it isn't suitable, you may cancel it by writing to us at the address shown on page 4. If you do this within 30 days of receiving your cover summary and plan details, we'll return any premiums you've paid. If you cancel after the first 30 days, we won't refund any of your premiums. For information on cancelling your cover, see page 16.

If **you** would like this booklet or any other information in large print, in braille or on audio CD, please call **us** on **0345 6094 500**.

### Before you start, please note:

Any words in **bold** are defined in section 4 of this booklet.

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### **TELLING US ABOUT CHANGES**

#### Changes before your cover starts

You must tell us if there's a change to anything in your application in the time after you've applied for your cover, but before the date we assume risk. These changes could be affecting you or the person covered. For example, a change to health, occupation or leisure activities of the person covered or a change to your or the person covered's country of residence. If you don't let us know about any changes we might not pay out if you make a claim. Or, we might change the terms of your cover or cancel it.

We'll give you a copy of your application and any other information we've been given, if you ask us. It will help if you have your plan number to hand when you contact us.

### Changes at any time

At any time, please remember to tell **us** if any of the following change:

- you stop being resident in the UK, Jersey, Guernsey or the Isle of Man
- your name, or the name of the person covered
- your address
- your bank account.

You can contact us in the following ways:

- 0345 6094 500
- protectionhelp@royallondon.com

  - 0345 6094 522



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

oroyallondon.com

If you phone us, we might record or monitor your call so we have an accurate record of anything you tell us.

### **1. HOW YOUR COVER WORKS**

Life or Critical Illness Cover is designed to pay out if, during the **term of the cover**, the **person covered** dies, is diagnosed with a **terminal illness**, or is diagnosed with a **critical illness we** cover that meets one of **our** definitions, or if they meet the requirements of **our** definition of **total permanent disability**. You'll find the definitions of **terminal illness**, the **critical illnesses we** cover and the requirements of **our total permanent disability** definition in section 4.

If **you** have Life or Critical Illness Cover, **we** automatically include Additional Conditions Cover and Children's Critical Illness Cover.

#### How to make a claim

If **you** or **your** representatives want to make a claim, please call **us** on 0345 6094 500.

Please contact **us** as soon as possible, so **we** can help **you** as quickly as **we** can. It will help **us** if **you** have **your** plan number to hand when **you** contact **us**. Before **you** call, please read through the information below.

If the **person covered** is living or working outside **the UK** and **you** want to make a claim, **we** might need the **person covered** to return to one of the countries listed opposite.

- The UK
- Australia
- Austria
- Belgium
- Bulgaria
- Canada
- Channel Islands
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Gibraltar
- Greece
- Hong Kong
- Hungary
- Iceland
- Ireland
- SwitzerlandUSA

Sweden

Isle of Man

Italy

Japan

Latvia

Liechtenstein

Luxembourg

The Netherlands

New Zealand

Lithuania

Malta

Norway

Poland

Portugal Slovakia

Slovenia

Spain

South Africa

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#### What happens when you make a claim

We'll send you a claim form – please fill it in and send it back to us. Depending on what your claim is for, we'll also ask for other information. For example:

- a birth, marriage or death certificate
- medical information, or medical records
- paperwork about your mortgage
- proof of change of name.

We'll pay what we consider to be the reasonable cost of all medical reports or evidence we ask for.

### Who we'll pay

We'll pay the cover amount to the person who is legally entitled to receive it. This will depend on the circumstances at the time, and whether the plan that **your** cover is under has been assigned or put under trust.

We usually pay the owner of the plan the cover is under or, if they've died, their personal representatives. If a personal representative wants to claim, they must send **us** an original Grant of Representation or Confirmation. If there are joint plan owners, **we'll** pay them jointly. If one of the joint plan owners has died, **we'll** pay the survivor of them.

If the plan that **your** cover is under has been assigned, **we'll** pay the assignee. If an assignee wants to claim, they must send **us** the original Deed of Assignment.

If the plan that **your** cover is under is written in trust, **we'll** pay the trustees. The trustees must then follow the terms of the trust to distribute the money to the chosen beneficiaries. If trustees want to claim, they must send **us** the original Trust Deed, and any original deeds altering the trust. **We** won't be responsible for checking that the trust has been properly established, validly altered or whether it has been terminated.

### When we will and won't pay a claim

#### **Claims for Life or Critical Illness Cover**

To confirm that the **person covered** meets our definition of **terminal illness** or one of **our** definitions of a **critical illness** or meets the requirements of **our** definition of total permanent disability, **we** might:

- ask the **person covered** to be examined by a doctor or health specialist **we** choose, or
- ask for any other evidence we may reasonably require, for example a report from a GP or treating consultant.

#### We'll pay a claim if:

- Life or Critical Illness Cover is shown on your cover summary,
- during the **term of the cover** the **person covered** (or if there are two people covered, either of them):
  - dies or is diagnosed with a **terminal** illness that meets **our** definition, or
  - is diagnosed with a **critical illness** that meets one of **our** definitions, or
  - if total permanent disability is shown on your cover summary, is diagnosed with total permanent disability that meets the requirements of our definition of total permanent disability shown on your cover summary, and
- the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

You'll find our definitions of terminal illness, critical illness and the requirements of our definition of total permanent disability in section 4.

We'll pay out once and then your cover will stop.

We won't pay a claim if:

- it's the result of an **exclusion** shown on **your** cover summary,
- the claim is for death and it's the result of **intentional self-inflicted injury** within 12 months of the date **your** cover started or restarted,

- the claim is for terminal illness, critical illness or total permanent disability and it's the result of intentional self-inflicted injury at any time, or
- the **person covered** doesn't meet **our** definition of **terminal illness** or one of **our** definitions of **critical illness** or meet the requirements of **our** definition of **total permanent disability** shown on **your** cover summary.

We might also not pay your claim if:

- you or the person covered didn't answer the questions on your application fully, honestly and to the best of your or their knowledge and ability,
- you didn't tell us about a change in circumstances between when you originally submitted your application and the date we assumed risk. This includes changes to information about the health, occupation or leisure activities of the person covered or your or the person covered's country of residence, or
- you don't send us everything we ask for, or if the information you do provide is incorrect or incomplete.

## **Claims for Additional Conditions Cover**

To confirm that the **person covered** meets one of **our** definitions of **additional conditions**, we might:

- ask the **person covered** to be examined by a doctor or health specialist **we** choose, or
- ask for any other evidence we may reasonably require, for example a report from a GP or treating consultant.

**We'll** pay a claim for Additional Conditions Cover if:

- Life or Critical Illness Cover is shown on **your** cover summary,
- during the term of the cover the person covered (or if there are two people covered, either of them) is diagnosed with an additional condition that meets one of our definitions of additional conditions. You'll find our definitions of additional conditions in section 4, and
- the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

If **we** pay a claim under Additional Conditions Cover, this won't affect **your** Life or Critical Illness Cover.

We'll pay out once for each additional condition. If there is more than one person covered, we'll pay out once for each of them.

We won't pay a claim if:

- it's the result of an **exclusion** shown on **your** cover summary,
- it's the result of intentional self-inflicted injury,
- the **person covered** dies within 10 days of meeting one of **our additional condition** definitions,
- the **person covered** also meets one of **our** definitions of **critical illness** set out in section 4, or
- the person covered doesn't meet one of our definitions of additional conditions.

We might also not pay your claim if:

• you or the person covered didn't answer the questions on your application fully honestly and to the best of your or their knowledge and ability,

- you didn't tell us about a change in circumstances between when you originally submitted your application and the date we assumed risk. This includes changes to information about the health, occupation or leisure activities of the person covered or your or the person covered's country of residence, or
- you don't send us everything we ask for, or if the information you do provide is incorrect or incomplete.

If **your** Life or Critical Illness Cover is cancelled or comes to an end, **you** will no longer have Additional Conditions Cover.

### Claims for Children's Critical Illness Cover

To confirm that the **child** meets one of **our** definitions of **critical illness**, we might:

- ask the **child** to be examined by a doctor or health specialist **we** choose, or
- ask for any other evidence we may reasonably require, for example a report from a GP or treating consultant.

We'll pay a claim for Children's Critical Illness Cover if:

- Life or Critical Illness Cover is shown on your cover summary,
- during the **term of the cover a child** of the **person covered** (or if there are two people covered a **child** of either of them):
  - is diagnosed with a **critical illness** that meets one of **our** definitions, or

- is diagnosed with total permanent disability that meets the requirements of **our** definition of **total permanent disability for Children's Critical Illness Cover**, and
- the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

You'll find our critical illness and total permanent disability for Children's Critical Illness Cover definitions and the relevant requirements in section 4.

If we pay a claim for Children's Critical Illness Cover, this won't affect **your** Life or Critical Illness Cover.

We won't pay a claim if:

- you were aware of an increased risk of the child suffering the critical illness or meeting the requirements for total permanent disability for Children's Critical Illness Cover before the start date of your cover, or before the latest restart date (for example if the person covered had received counselling or medical advice in relation to the child's critical illness before the cover started),
- symptoms relating to the critical illness or the requirements for total permanent disability for Children's Critical Illness Cover had arisen before the start date of the cover or before the latest restart date,
- the child was born before the cover started and had already suffered a critical illness that meets one of our definitions or the requirements for total permanent disability for Children's Critical Illness Cover unless:

- treatment for the **critical illness** has been completed, and
- the child has been discharged from follow-up for the critical illness, and the child has not consulted any medical practitioner or received further treatment or advice for the critical illness within the last 5 years,
- the child dies within 10 days of meeting one of our critical illness definitions or the requirements of our definition of total permanent disability for Children's Critical Illness Cover,
- the child is over the age of 21 years when diagnosed with a critical illness that meets one of our definitions or meets the requirements of our definition of total permanent disability for Children's Critical Illness Cover,
- the child doesn't meet our definition of critical illness or the requirements of our definition of total permanent disability for Children's Critical Illness Cover, or
- it's the result of intentional self-inflicted injury.

Additional Conditions Cover is not included with Children's Critical Illness Cover.

If **your** Life or Critical Illness Cover is cancelled or comes to an end, **you** will no longer have Children's Critical Illness Cover.

### How much we'll pay

#### Life or Critical Illness Cover

Your cover summary shows how much we'll pay for a claim for each cover you have with us.

We work out your amount of cover from the date the **person covered** dies or meets **our** definition of **terminal illness**, one of **our** definitions of **critical illness** or **our** requirements for the definition of **total permanent disability** shown on **your** cover summary. We won't take into account any change to **your** amount of cover after this date.

## If your cover is payable as a level lump sum

We'll pay the amount of cover shown on your cover summary.

## If your cover is payable as an increasing lump sum

We'll pay:

- the amount of cover shown on **your** cover summary, or
- the amount of cover we've written to tell you following an increase in cover, if that's greater.

If **you** select this option, **your** premiums will also increase each year. This is explained further on page 12.

### If your cover is payable as a decreasing lump sum, and the additional features in your cover summary show that a mortgage interest rate applies

We'll pay the amount of cover that would have been outstanding under a loan or mortgage if the loan or mortgage:

• was equal to the amount of cover shown in **your** cover summary on the date **your** cover started,

- had a term the same as the **term of the cover** on the date cover started,
- had a yearly interest rate equal to that shown in the additional features of **your** cover summary, and
- had equal monthly repayments made between the date the cover started (as shown on **your** cover summary) and the date the claim became payable.

As a result, the amount of cover will decrease each month for the remaining **term of the cover**. The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage was different to the yearly interest rate shown in the additional features in **your** cover summary or the term is different.

### Additional Conditions Cover

We'll pay whichever of the following amounts is lower:

- 25% of the amount of cover you have at the date the **person covered** meets one of **our additional conditions** definitions, or
- £25,000.

We'll pay a claim under Additional Conditions Cover as a lump sum.

If your plan includes more than one Life or Critical Illness Cover or you have more than one plan with us covering the same person and these provide Life or Critical Illness Cover, the limits above apply to all your Life or Critical Illness Covers and plans. We'll make only one payment for each person covered for each additional condition. The limits above apply to all plans you have with us that include a cover similar to Additional Conditions Cover. We'll work out your amount of cover at the date the person covered meets one of our additional conditions definitions. This means that if your Life or Critical Illness Cover is payable as a decreasing lump sum, the amount of cover you have under Additional Conditions Cover will be based on the amount of cover your Life or Critical Illness Cover has decreased to at the date the person covered meets one of our additional conditions definitions. Any change to your amount of cover after this time won't be taken into account.

If we pay an Additional Conditions Cover claim, we won't pay any further claim for that **additional condition** in respect of that **person covered**, but **you** may still make a claim in relation to that **person covered** if they are diagnosed with one of the other **additional conditions** set out in section 4.

## **Children's Critical Illness Cover**

We'll pay whichever of the following amounts is lower:

- 50% of the amount of cover you have at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover, or
- £25,000.

If your plan includes more than one Life or Critical Illness Cover, or you have more than one plan with us covering the same person, and these provide similar Children's Critical Illness Cover, the limits on this page in relation to Children's Critical Illness Cover apply to all your Life or Critical Illness Covers and plans. We'll make only one payment for Children's Critical Illness Cover for any child. If your plan includes more than one Life or Critical Illness Cover for different people, or you have more than one plan with us for different people, and these provide similar Children's Critical Illness Cover, the limits above apply to all your Life or Critical Illness Covers and plans. We'll make only one payment for Children's Critical Illness Cover for any child in respect of each person covered.

We'll work out the amount of cover at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover. This means that if your Life or Critical Illness Cover is payable as a decreasing lump sum, the amount of cover you have under Children's Critical Illness Cover will be based on the amount of cover your Life or Critical Illness Cover has decreased to at the date the child meets one of our definitions of critical illness or our requirements for the definition of total permanent disability for Children's Critical Illness Cover. Any change to your amount of cover after this time won't be taken into account.

#### Your Premiums

It's really important that **you** keep up to date with paying **your** premiums.

#### When your premiums are due

Your first premium is due on the date your cover starts. We'll collect it on this date or shortly after, by direct debit. Your last premium is due on the date shown on your cover summary. We'll tell you before we collect the first premium.

### If you're paying your premiums monthly

You must pay a premium every month from the date your first premium is due to your last. Your premiums are usually due on the same day of the month that your plan started. If you'd rather we collected your premiums on a different day of the month, please ask us.

### If you're paying your premiums yearly

You must pay a premium every year from the date your first premium is due to your last. Your premiums are usually due on the same day of the year that your plan started. If you'd rather we collected your premiums on a different day in the same month, please ask us.

## What happens if you don't pay a premium

If you don't pay your first premium, your plan won't start – so you won't be covered.

If any other premium is five weeks overdue, we'll cancel the plan your cover is under – so you won't be covered at all any more. We'll write to you to tell you that we've cancelled your plan.

#### What to do if we cancel your plan

If we cancel your plan because you didn't pay a premium, you can ask us to restart it. We'll need you to tell us if there has been a change to the health, occupation or leisure activities of the person covered since your plan start date, so there may be times when we can't restart your plan. If this happens, we'll explain our decision to you.

## When and how your premiums could change

#### **Guaranteed premiums**

## If your cover is level lump sum, or decreasing lump sum

As long as **you** pay **your** premiums on time, **your** premiums won't change for the **term of the cover**.

## If your cover is payable as an increasing lump sum

Your premium will increase once a year, on the anniversary of your plan start date, which is shown in your cover summary. The increase each year will be based on:

- how much **your** amount of cover is increasing by,
- the age of the **person covered** at the time of each increase,
- how long **your** cover has to go to the end date shown on **your** cover summary,
- the premium rates we used when your cover started, and
- any additional premium you pay if we didn't accept your cover on standard terms.

We'll write to tell you how much the increase will be at least a month before it takes place. Unless we hear from you, we'll start collecting the increased premium from the date we tell you. For more information on increasing cover, see page 13.

### **Reviewable premiums**

If you choose this option, your premiums will stay the same for the first five years of your cover. After this time, we'll review them every five years. Your premiums could go up or down after each review, depending on a number of factors.

When we first work out how much your premiums should be, we look at different factors such as:

- the future level of claims we expect to pay
- the amount of money we'll pay to reinsurance companies with whom we share the costs of claims
- the number of plan owners who give up their plans early
- our expenses
- inflation
- investment returns
- taxes
- the amount of money **we** need to hold as financial reserves.

When we review your premiums, we'll look at these factors again. If their combined effect has been positive for **us**, we might be able to make your premiums cheaper. If not, your premiums may stay the same or increase.

If we change your premiums, we'll do this on the anniversary of your plan start date, which is shown on your cover summary. We'll tell you at least a month in advance if this is going to happen.

## 2. CHANGING YOUR COVER

#### Increasing cover

This only applies where **you** have chosen **your** amount of cover to be payable as an increasing lump sum.

The amount of cover will increase each year on the anniversary of the date **your** plan started, which will be shown on **your** cover summary. The additional features in **your** cover summary shows whether **your** cover will increase each year by a fixed rate or by the **retail price index**. As **your** amount of cover increases, **your** premiums will also increase.

We'll write to you at least a month before the increase takes place to tell you how much the increase in your amount of cover will be and how much your new premium will be. If you don't want your amount of cover or your premium to increase, you must tell us at least five days before the increase is due to take place and we'll cancel the increase. If we cancel two consecutive increases we won't offer you any further increases to your amount of cover.

If, as a result of an increase, the total amount of cover on all plans **you** have with **us** would be more than £3,000,000, **your** cover won't increase. **We'll** tell **you** if this happens. When working out **your** total amount of cover **we** include all cover **you** have in this plan and any other plan **you** have with **us**.

If you add a new cover to your plan, your new cover may start on a different day than your plan started. The date your original plan started can be found on your original cover summary. Where this happens, the first increase in your amount of cover for your additional cover will be on the first anniversary of your plan start date which comes after this additional cover has been in force for 12 months.

#### **Cover Increase Options**

Your cover comes with Cover Increase Options if we give you standard terms. This means you can increase your amount of cover in certain circumstances without giving us any medical information.

#### How it works

You can increase your amount of cover, without giving us any medical information, if there's an increase:

- in the value of a key person
- to your business mortgage or loan but not if there's an increase in your overdraft
- in the value of a partner's, limited liability partnership member's or shareholders interest in the business.

All we need to see is some evidence of the event, for example:

- how the value of the key person has been calculated and we might need to see copies of the business accounts
- written confirmation from the lender, or a copy of the new loan offer
- evidence of the increase in the value of the partner or shareholder interest confirming an increase in salary.

You need to ask us to increase your cover within six months of the event happening. And the **person covered** must be under the age of 55 – if there are two people covered, both of them must be under the age of 55 at the time of the request to increase. We'll work out a new premium for your cover, and you can then decide whether you want to go ahead with the increase.

#### Limits on increasing your cover

You can increase your cover more than once but the total you can increase your cover by is the lowest of:

- half your original amount of cover, or
- £200,000.

If **you** have more than one type of cover or more than one plan with **us** on the life of the same **person covered**, the limits apply to all of them added together – not separately to each cover or plan.

## Limits for an increase in the value of a key person

You can increase your cover by a maximum of:

- five times the amount of increase in salary, or
- twice the increase in gross profits attributable to that person,

whichever is lower and subject to the limits above.

Your new cover will have the same additional features as your original cover, which are shown on your cover summary. Your new cover will be on the terms and conditions that we offer at the time of the increase. It must last at least as long as our minimum term at that time, but no longer than the time remaining on your original cover. You can find the end date of your original cover on your cover summary that we sent to you at the time you took out your original plan. So if the time remaining on your original cover is less than our minimum term at that time, you can't increase your cover in this way. Your new premiums will be based on:

- the same terms we applied to your original cover – or the terms that applied if your cover has been restarted,
- our pricing when we increase your cover, and
- the age of the **person covered** when we increase **your** cover.

We can't offer you Cover Increase Options if:

- we didn't accept your cover on standard terms – so if we had to charge you a higher premium, or if we had to apply some exclusions,
- we're paying a claim, considering a claim, or if a medical practitioner has given the **person covered** a diagnosis or possible diagnosis that would allow **you** to make a claim, or
- you're not resident in the UK, Jersey, Guernsey or Isle of Man.

### Renewable option

This option is available if **your** cover summary shows that the **term of the cover** is renewable. **You** have an option to choose a renew period of five or 10 years depending on the **term of the cover you** chose when **your** cover started and the age that the **person covered** will be on **your** new cover end date.

#### How it works

You'll still have an end date for your cover, which is shown on your cover summary, but just before that end date we'll ask you if you want to renew your cover. We'll ask you to confirm if you want to renew your cover at least a month before the date your original cover was due to end. All **you** have to do is confirm to **us** at least five days before the date that **your** cover is due to end that **you** want to use this renewable option. The **person covered** doesn't need to answer any medical questions. If **you** don't confirm that **you** want to renew **your** cover using the renewable option, then **your** existing cover will end on the cover end date shown on **your** cover summary. **You** won't be covered after that date.

If the age of the **person covered** at the new end date for **your** cover would be more than the maximum age that **we** allow at that time, the new cover will have a term equal to the number of whole years between the end date of **your** original cover, as shown on **your** cover summary, and the date the **person covered** reaches **our** maximum age at that time. If this term is less than **our** minimum term at that time, **you** can't use the renewable option and **your** cover will end on the date shown on **your** cover summary. **You** won't be covered after that date.

Your premiums when you exercise the renewable option will be based on:

- the same terms we applied to your original cover - or the terms that we applied if your cover has been restarted,
- **our** pricing when **you** applied for **your** original cover, and
- the age of the **person covered** when **your** new cover starts.

Your new cover will have the same additional features as your original cover. And it will be on the same terms and conditions we offered at the time your original cover started.

#### Lifestyle review

If we didn't accept your cover on standard terms or we charged smoker rates, and the person covered changes their lifestyle in a way that you think reduces the likelihood of a claim, you can ask us to review the terms for your cover. For example, perhaps the person covered was a smoker when the cover started but has now given up.

We may need to ask for medical information about the **person covered**, or see proof that the **person covered** has changed their occupation before **we** make any changes to the terms of **your** cover.

If we can, we'll change the terms of your cover to reflect the change in lifestyle of the person covered. This may mean we could reduce your premium or remove an exclusion. If we can't change the terms of your cover, we'll explain why.

Even if **we** later review **your** terms, cover that wasn't originally on **standard terms** cannot be changed to include Cover Increase Options.

#### Changing your cover in other ways

You can ask us to change your cover in other ways not included in this section. For example, you might want to add a new cover to your plan or reduce an existing cover. You can ask us to do this at any time. If you want to add a new cover to your plan, we'll need to ask the person covered for new medical information.

You can't add a new cover to your plan or increase an existing cover if you're no longer resident in the UK, Jersey, Guernsey or Isle of Man. If you remove a cover you may not be able to add it back on at a later date if your circumstances or the circumstances of the **person covered** have changed.

## 3. GENERAL TERMS AND CONDITIONS

### Source of covers

This cover is issued out of **our** Ordinary Long-Term Business Fund but is not eligible to participate in the profits of that fund or any other funds.

### Membership of Royal London

Neither **your** cover nor the plan that it is under, entitles **you** to membership of **Royal London** or participation in profit share.

### Cancelling your cover

When your cover starts you have the right to change your mind and cancel your cover. If you do so within 30 days of receiving your cover summary and plan details, we'll refund any premiums you've paid to us. If you cancel after 30 days, your cover will end and you won't get anything back.

You can cancel your cover or the plan that it is under by contacting us. Our address is on page 4 of this booklet. You may also want to contact your bank to cancel your direct debit instruction. You should only do this if you intend to cancel all of the covers under your plan. If you intend to only cancel some of your covers, we'll automatically reduce the amount we collect once those covers have been cancelled.

If the plan that **your** cover is under is jointly owned, both owners must give **us** notice. If **you've** put **your** plan under trust, or if **you've** assigned **your** legal rights under **your** plan to someone else, the trustees or assignee must give **us** written notice that they wish to cancel. If you cancel your cover, or the plan that your cover is under, after 30 days, your cover will end on the day your next premium would be due. You'll still be covered until that date. So, if you've asked us to collect your premium on a different date to the one on which it's due, we'll still collect that premium from you.

Because **you** are cancelling after the 30 day cancellation period, **we** won't refund any premiums **you've** paid to **us** for the cover **you're** cancelling.

For example, if:

- your cover started on 1 February,
- you ask us to collect your premium on the 15th day of each month, and

• on 10 April **you** ask **us** to cancel **your** cover, then,

- we'll collect your premium due on 1 April because this became payable before you asked us to cancel your cover,
- we'll collect this on 15 April because you've asked us to collect your premium on that day, and
- we'll cancel your cover on 1 May because this is the first day on which your next premium would be due.

If **you** cancel, **we'll** tell **you** the date on which **your** cover will end, and whether **you** need to pay a final premium. If **you** don't pay **your** final premium:

- we'll cancel your cover from the date your final premium was due,
- you won't be covered from that date, and
- we won't pay any claim under your plan.

#### Cash-in value

Your cover, and the plan that it is under, have no cash-in value at any time. This means that if you cancel your cover or the plan that it is under after the 30 day cancellation period, you won't get anything back.

### Paying claims

We'll pay all claims by direct credit to a bank account or another method we agree with you.

### Interest

We'll pay interest if payment of any claim is delayed by more than two calendar months after the claim event. The rate of interest will be the Bank of England base rate less 0.5% a year, with an overall minimum of 0.5% a year, calculated on a daily basis.

## **Exercise of discretion**

We'll act reasonably and in good faith when exercising **our** discretion to make decisions that relate to **your** cover.

## How we use your personal information and verify your identity

We (The Royal London Mutual Insurance Society Limited and **our** businesses and divisions) may obtain personal information either from **you** directly, or with **your** consent, from **your** approved intermediary or from other sources such as **your** doctor or an identification agent. **We'll** use **your** personal information (including sensitive personal information) for the following purposes:

- providing and developing **our** products and services
- improving our customer care
- verifying **your** identity and fraud prevention
- research and analysis
- marketing
- legal and regulatory reasons
- administering your plan.

We'll keep your personal information for a reasonable time and we may also share information about you with other companies within the Royal London Group, your approved intermediary, our service providers and agents and with third parties such as auditors, underwriters, reinsurers, medical agencies, identity authentication and fraud prevention agencies, other financial institutions and legal and regulatory bodies.

Your personal data may be processed in countries outside the European Economic Area. This processing will be carried out by experienced and reputable organisations and only on terms which safeguard the security of your data and comply with the requirements of the Data Protection Act 1998.

We may contact you by mail, phone, fax, email or other electronic messaging either directly or through your approved intermediary with further offers, promotions and information about our products and services that may be of interest to you. By providing us with this information you consent to being contacted by these methods for these purposes. We may also share **your** information with carefully selected third parties, who may contact **you** by mail, phone, fax or electronic messaging to let **you** know about products and services which they believe may be of interest to **you**. By providing **us** with this information **you** consent to being contacted by these methods for these purposes.

We may carry out an identity authentication check to verify **your** identity. This involves checking the details **you** supply against those held on any databases that may be accessed by the reputable third party company which carries out **our** checks. This includes information from the Electoral Register and fraud prevention agencies.

We'll use scoring methods to verify your identity. A record of this search will be kept and may be used to help other companies verify your identity. We may also pass information to financial and other organisations involved in money laundering and fraud prevention to protect **ourselves** and **our** customers from theft and fraud. If you give **us** false or inaccurate information and **we** suspect fraud, **we'll** record this and share this information with other organisations.

We may monitor and record phone calls and retain these for the purposes of training and quality assurance and to ensure that **we** have an accurate record of **your** instructions.

If you provide us with information about another person, you confirm that they've appointed you to act for them to consent to the processing of their personal data and that you've informed them of our identity and the purposes (as set out on pages 17 and 18) for which their personal data (including sensitive personal data) will be processed. You have the right to ask for a copy of the information that we hold on you, for which we're entitled to charge a small fee. You can ask us to correct any inaccuracies in your information.

If you have any questions about how we'll use your personal information, or if you would like to receive our marketing communications by some but not all of the methods listed on page 17, please contact us:

0345 6094 500
protectionhelp@royallondon.com
0345 6094 522
Royal London, 1 Thistle Street, Edinburgh EH2 1DG

### When we may change the terms and conditions applying to your cover or cancel your cover

We may make changes to the terms and conditions applying to your cover (including your premiums) in the circumstances set out in the paragraphs numbered 1 to 4 on page 19. We can separately make changes to how we use your personal information and verify your identity (details of which is set out on pages 17 and 18).

We will, where appropriate, take account of actuarial advice when we make any changes.

We may cancel **your** cover in the circumstances set out in paragraph 1.

We'll normally give you 90 days' written notice of a change. This may not be possible for changes which are outside our control. We'll give you as much notice as we can in such circumstances. 1. We may make changes to the terms and conditions applying to your cover (including your premiums) or cancel your cover if:

- you don't tell us about changes to any of the answers you or the person covered gave in the application, or to information provided in relation to your application, between the date it was completed and the date we assume risk on your cover,
- the **person covered** doesn't provide their consent for **us** to ask for medical information within six months of the start of **your** cover, from any doctor they have consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, **your application**,
- any question answered or any statement made in, or in connection with, your application is inaccurate or misleading and this affects our decision on the cover we're willing to provide,
- you make a claim and we find that you or the person covered haven't told us something that affects your cover, or
- you don't keep your premiums up-to-date.

2. We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond **our** control:

- it becomes impracticable or impossible to give full effect to the terms and conditions applying to **your** cover,
- failing to make the change could, in our reasonable opinion, result in Royal London's policyholders not being treated fairly, or
- the way that **we're** taxed or the way that the plan that **your** cover is under is taxed is changed.

3. We may make changes to the terms and conditions applying to your cover (including your premiums) that we reasonably consider won't adversely affect you. These may include, for example, changes needed to reflect new services or features that we wish to make available to you.

4. We may make changes to the terms and conditions applying to your cover (including your premiums) if we become aware of any error or omission in this plan details booklet. We'll only make such changes to bring the plan details booklet into line with your cover summary or the key facts document relevant to your cover.

#### Contract

The Business Menu Plan is a contract between you and Royal London based on your application to us. These terms and conditions are part of the contract between you and us and should be kept in a safe place. The contract consists of your application, these terms and conditions, your cover summary for each cover you buy and any endorsements to these terms and conditions that we give you. Where there's a conflict between the terms and conditions and your cover summary, the terms set out in your cover summary will apply.

### Mis-statement of age

If when you took out your cover we were told the person covered is older than they really are, we'll reduce your premiums to the amount that you would have been charged if we'd been told their correct age, and refund any overpayment you've made. If when you took out your cover we were told the person covered is younger than they really are, we'll reduce the amount of cover to the amount that would have been available if we'd been told their correct age. This means that, on a claim, we'll pay an amount which is lower than the amount shown on your cover summary.

## **Complaints**

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**@** 

We hope that you'll never have reason to complain, but if you do, you can contact us:

0345 6094 500

protectionhelp@royallondon.com

Royal London, 1 Thistle Street, Edinburgh EH2 1DG

We'll always try to resolve complaints as quickly as possible. If we're unable to deal with a complaint within three working days of receiving it, we'll send you a letter to acknowledge your complaint and give you regular updates until your complaint is resolved.

We can give you more information about our complaint handling procedures on request.

We're committed to resolving complaints whenever possible through **our** complaints procedures. If **we** can't resolve a matter satisfactorily, **you** may be able to refer **your** complaint to the Financial Ombudsman Service. If **you** make a complaint **we'll** send **you** a leaflet explaining the Financial Ombudsman Service. The leaflet is also available on request or **you** can contact the Ombudsman direct:

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Financial Ombudsman Service ExchangeTower Harbour Exchange Square London E14 9SR

- - 0800 0234 567

(calls to this number are now free on mobile phones and landlines)



0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers)



complaint.info@financial-ombudsman. org.uk



financial-ombudsman.org.uk

The Financial Ombudsman Service has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we've** acted wrongly and if **you've** lost out as a result. If this is the case they'll tell **us** how to put things right and whether this involves compensation. Their service is independent, free of charge and **we'll** always abide by their decision. If **you** make a complaint, it won't affect **your** legal rights.

### If we can't meet our liabilities

Your plan is covered by the Financial Services Compensation Scheme. You may be entitled to compensation if we're unable to pay claims due to, for example, insolvency. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme www.fscs.org.uk.

#### Law

The law of England and Wales applies to **your** cover and the plan that it is under.

### Notices of assignment

If you assign any of your legal rights relating to the plan that your cover is under to someone else, we must see notice of the assignment. Please send the notice to:



Royal London, 1 Thistle Street, Edinburgh EH2 1DG

An assignment could take place when **you're** using the plan as security for a loan or have put the plan **your** cover is under in trust.

## **Rights of third parties**

No term of **your** contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to **your** contract but this doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that act.

### 4. DEFINITIONS OF THE WORDS WE USE

This section explains all of the words in **bold** found within this booklet.

### **Additional Conditions**

The following are **our** definitions of **additional conditions**. Before **we** will pay a claim, the **person covered** must meet one of these definitions.

For us to accept the **person covered's** diagnosis as evidence of a claim, it must be:

- made by an appropriate medical specialist,
- the first and unequivocal diagnosis of the additional condition, and
- confirmed by **our** chief medical officer.

## Accident hospitalisation – requiring a hospital stay for 28 consecutive days

An accident that results in physical injury which requires the **person covered** to stay in hospital for 28 consecutive days or more on the advice of an **appropriate medical specialist**.

For the above definition the following is not covered:

• an accident as a result of drug or alcohol intake or other self-inflicted means.

## Carcinoma in situ of the breast – with surgery to remove the tumour

Carcinoma in situ of the breast positively diagnosed with histological confirmation by biopsy together with the undergoing of surgery to remove the tumour.

### Carcinoma in situ of the cervix uteri – requiring trachelectomy (removal of the cervix) or hysterectomy

Carcinoma in situ of the cervix uteri diagnosed with histological confirmation by biopsy together with the undergoing of trachelectomy or hysterectomy to remove the tumour.

For the above definition, the following are not covered:

• loop excision, laser surgery, conisation and cryosurgery.

#### Carcinoma in situ of the colon or rectum – resulting in intestinal resection

Carcinoma in situ of the colon or rectum resulting in intestinal resection.

For the above definition, the following are not covered:

• local excision and polypectomy.

## Carcinoma in situ of the testicle – requiring orchidectomy

A definite diagnosis of carcinoma in situ of the testicle (also known as intratubular germ cell neoplasia unclassified or ITGCNU) supported by histological evidence, which has been treated surgically with an orchidectomy (complete removal of the testicle).

### Carcinoma in situ of the urinary bladder — supported by histological evidence

A definite diagnosis of carcinoma in situ of the urinary bladder supported by histological evidence.

For the above definition, the following are not covered:

- non-invasive papillary carcinoma;
- stage Ta urinary bladder carcinoma; and
- all other forms of non-invasive carcinoma.

### Carcinoma in situ of the vagina or vulva — resulting in surgery to remove the tumour

Carcinoma in situ of the vagina or vulva resulting in surgery to remove the tumour. For the above definition, the following are not covered:

- laser surgery and diathermy; and
- vaginal intraepithelial neoplasia (VAIN) grade 1 or 2 or vulval intraepithelial neoplasia (VIN) grade 1 or 2.

## Carcinoma in situ (other) – with surgery

Carcinoma in situ diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells that are confined to the epithelial linings of organs and that has been treated by surgery to remove the tumour.

For the above definition, the following are not covered:

- any skin cancer (including melanoma);
- tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment; and
- intra-epithelial neoplasia or pre-malignant conditions.

This definition excludes the 6 specified carcinoma in situ conditions listed above. For example, if a claim is made for carcinoma in situ of the breast and the definition specific to that condition is not met, the carcinoma in situ (other) definition cannot be used instead.

## Central retinal artery or vein occlusion – resulting in permanent visual loss

Death of the optic nerve or retinal tissue due to inadequate blood supply or haemorrhage within the central retinal artery or vein, resulting in **permanent** visual impairment of the affected eye.

For this definition, the following are not covered:

- branch retinal artery or vein occlusion or haemorrhage;
- traumatic injury to tissue of the optic nerve or retina.

## Coronary angioplasty — to 2 or more coronary arteries

The undergoing of any of the following:

- balloon angioplasty;
- atherectomy;
- rotablation;
- laser treatment; or
- insertion of stents.

The above surgeries must have been carried out on the advice of a consultant cardiologist to treat coronary artery disease in two or more main coronary arteries. The above surgery must be to treat at least 70 per cent diameter narrowing of the artery. If surgery is only performed on one main coronary artery there must be at least 70 per cent diameter narrowing in another main coronary artery. Multiple vessels must be treated at the same time or as part of a planned stage procedure within 60 days of the first surgery. For the purposes of this definition the main coronary arteries are:

- right coronary artery or its branches;
- left main stem artery or its branches;
- left anterior descending artery or its branches; and
- circumflex artery or its branches.

## Low grade prostate cancer – of specified severity

Tumours of the prostate histologically classified as having a Gleason score between 2 and 6 inclusive, provided the tumour has progressed to at least clinical TNM classification T1N0M0, and the tumour has been treated by one of the following:

- complete removal of the prostate;
- external beam or interstitial implant radiotherapy;
- hormone therapy; or
- brachytherapy/radiotherapy.

For the above definition, the following is not covered:

• prostate cancers where the treatment is not one of the specified treatments listed above, or requires observation only.

## Partial loss of sight – permanent and irreversible

**Permanent** and irreversible loss of sight and visual field, to the extent that even when tested with the use of visual aids, the visual acuity is less than or equal to 0.25 (6/24) in the better eye using a Snellen eye chart and the visual field in the better eye upon testing is reduced to 40 degrees or less of an arc, as certified by an ophthalmologist.

### Skin cancer (not including melanoma) – advanced stage as specified

Non-melanoma skin cancer diagnosed with histological confirmation that the tumour is larger than 2 centimetres (cm) across and has at least one of the following features:

- tumour thickness of at least 4 millimetres (mm);
- invasion into subcutaneous tissue (Clark level V);
- invasion into nerves in the skin (perineural invasion);
- poorly differentiated or undifferentiated (cells are very abnormal as demonstrated when seen under a microscope); or
- has recurred at the site of previous treatment.

### Third degree burns – covering at least 10% but less than 20% of the body's surface area or at least 25% but less than 50% of surface area of the face

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 10% and less than 20% of the body's surface area, or at least 25% and less than 50% of the surface area of the face which for the purpose of this definition includes the forehead and ears.

## Application

This is the application to **Royal London** completed either on paper, online or over the phone containing the information and the answers to the questions that **we** have used to set up **your** cover and includes any related information provided to **us** (or to the medical examiner for Royal London or a third party acting on behalf of Royal London). Any data capture form used by your financial adviser in order to then complete your online application doesn't form part of your application.

### Appropriate medical specialist

For the purposes of this cover is a consultant employed at a hospital within the geographical limits listed below who is a specialist in an area of medicine appropriate to the cause of the claim.

- The UK
- Isle of Man
- Australia
- Austria
- Belgium
- Bulgaria .
- Canada .
- Channel Islands
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany •
- . Gibraltar
- Greece
- Hong Kong
- Hungary
- Iceland
- Ireland

- Italy
- Japan
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
  - Malta
- The Netherlands
- New Zealand
- Norway
- Poland
- Portugal
- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- USA

## Child

- the natural child of the person covered from birth to 21 years;
- any child of the person covered who is legally adopted from birth to 21 years;
- any **child** from birth to 21 years, who resides with and is financially dependent on the person covered.

## **Critical Illness definitions**

The following are **our** definitions of **critical** illnesses. Before we will pay a claim, the person covered must meet one of these definitions.

For us to accept the diagnosis of the **person covered** as evidence of a claim, it must be:

- made by an appropriate medical specialist,
- the first and unequivocal diagnosis of the critical illness, and
- confirmed by our chief medical officer.

### Alzheimer's disease – resulting in permanent symptoms

A definite diagnosis of Alzheimer's disease by a consultant neurologist, psychiatrist or geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

• other types of dementia.

## Aorta graft surgery – for disease or traumatic injury

The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

• any other surgical procedure, for example the insertion of stents or endovascular repair.

## Aplastic anaemia – permanent

A definite diagnosis by a consultant haematologist of **permanent** bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- blood transfusion;
- marrow stimulating agents;
- immunosuppressive agents;
- bone marrow transplant.

For the above definition, the following is not covered:

• other forms of anaemia.

## Bacterial meningitis — resulting in permanent symptoms

A definite diagnosis of bacterial meningitis by a consultant neurologist resulting in **permanent neurological deficit with persisting clinical symptoms.** 

For the above definition, the following is not covered:

• all other forms of meningitis other than those caused by bacterial infection.

## Benign brain tumour — resulting in permanent symptoms

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in any of the following:

- permanent neurological deficit with persisting clinical symptoms; or
- undergoing invasive surgery to remove all or part of the tumour; or
- undergoing either stereotactic radiosurgery or chemotherapy treatment to destroy tumour cells.

For the above definition, the following are not covered:

- tumours in the pituitary gland;
- tumours originating from bone tissue; and
- angioma and cholesteatoma.

## Blindness — permanent and irreversible

**Permanent** and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart, or visual field is reduced to 20 degrees or less of an arc, as certified by an ophthalmologist.

### Cancer - excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes:

- leukaemia;
- sarcoma; and
- lymphoma (except cutaneous lymphoma-lymphoma confined to the skin).

For the above definition the following are not covered:

- all cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having borderline malignancy; or
  - having low malignant potential;
  - malignant melanoma that is confined to the epidermis (outer layer of skin).
- any non-melanoma skin cancer (including cutaneous lymphoma) that has not spread to lymph nodes or metastasised to distant organs.
- all tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification T2bN0M0.

## Cardiac arrest — with insertion of a defibrillator

Sudden loss of heart function with interruption of blood flow around the body resulting in unconsciousness and either of the following devices being surgically inserted:

- Implantable Cardioverter-Defibrillator (ICD); or
- Cardiac Resynchronisation Therapy with Defibrillator (CRT-D).

The following are not covered:

- insertion of a pacemaker; and
- insertion of a defibrillator without cardiac arrest.

## Cardiomyopathy – of specified severity

A definite diagnosis by a consultant cardiologist of cardiomyopathy resulting in **permanent** loss of the ability to perform physical activities to at least Class III of the New York Heart Association (NYHA) classification. This means there is marked limitation of activities, with less than ordinary activity causing fatigue, palpitations or shortness of breath. The diagnosis must also be evidenced by:

- electrocardiographic changes; and
- echocardiographic abnormalities.

The evidence must be consistent with the diagnosis of cardiomyopathy.

For the above definition, the following are not covered:

- all other forms of heart disease and/or heart enlargement;
- myocarditis; and
- cardiomyopathy related to alcohol or drug abuse.

## Chronic lung disease – of specified severity

Confirmation by a consultant physician of chronic lung disease resulting in all of the following:

- the need for continuous daily oxygen therapy on a **permanent** basis;
- FEV1 being less than 40% of normal; and
- vital capacity less than 50% of normal.

## Coma — with associated permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs with associated **permanent neurological deficit with persisting clinical symptoms.** 

For the above definition, the following are not covered:

- medically induced coma; and
- coma secondary to alcohol or drug abuse.

## Coronary artery bypass grafts

The undergoing of surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

For the above definition, the following are not covered:

- balloon angioplasty;
- atherectomy;
- rotablation;
- insertion of stents; and
- laser treatment.

## Creutzfeldt-Jakob disease (CJD) – resulting in permanent symptoms

A definite diagnosis of Creutzfeldt-Jakob disease by a consultant neurologist. There must be **permanent** clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

• other types of dementia (these are covered under the dementia definition).

### Deafness - permanent and irreversible

**Permanent** and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

## Dementia — resulting in permanent symptoms

A definite diagnosis of dementia by a consultant neurologist, psychiatrist or geriatrician. There must be **permanent** clinical loss of the ability to do all of the following:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas.

## Encephalitis – resulting in permanent symptoms

A definite diagnosis of encephalitis by a consultant neurologist resulting in **permanent neurological deficit with persisting clinical symptoms**.

For the above definition the following are not covered:

• myalgic encephalomyelitis and chronic fatigue syndrome.

### Heart attack - of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- the characteristic rise of cardiac enzymes or Troponins; and
- new characteristic electrocardiographic changes or other positive findings on diagnostic imaging tests. The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes; and
- angina without myocardial infarction.

## Heart valve replacement or repair

The undergoing of surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.

# HIV infection — caught from a blood transfusion, a physical assault or at work

Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment; after the start of the plan and satisfying all of the following:
  - the incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures;

- where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident;
- there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus;
- the incident causing infection must have occurred in one of the countries listed on page 25.

For the above definition, the following is not covered:

• HIV infection resulting from any other means, including sexual activity or drug abuse.

## Intensive care — requiring mechanical ventilation for 10 consecutive days

Any sickness or injury resulting in the **person covered** requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an intensive care unit in a **UK** hospital.

For the above definition the following are not covered:

- sickness or injury as a result of drug or alcohol intake or other self-inflicted means;
- intensive care requiring mechanical ventilation for a **child** under the age of 90 days.

## Kidney failure – requiring permanent dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is **permanently** required.

### Liver failure - irreversible

A definite diagnosis, by a consultant physician, of irreversible end stage liver failure due to cirrhosis resulting in all of the following:

- permanent jaundice;
- ascites; and
- encephalopathy.

For the above definition, the following is not covered:

• liver failure secondary to alcohol or drug abuse.

## Loss of hand or foot – permanent physical severance

**Permanent** physical severance of a hand or foot at or above the wrist or ankle joint.

## Loss of independent existence – resulting in permanent symptoms

Any condition that:

a) **permanently** prevents the **person covered** from doing at least 3 out of the 6 living tasks either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons; or

b) causes mental failure. The six living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

## Loss of speech – permanent and irreversible

Total **permanent** and irreversible loss of the ability to speak as a result of physical injury or disease.

## Major organ transplant — from another donor

The undergoing as a recipient of a transplant from another donor of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or a whole lobe of the lung or liver, or inclusion on an official **UK** waiting list for such a procedure. For the above definition, the following is not covered:

• transplant of any other organs, parts of organs, tissues or cells.

### Motor neurone disease and specified diseases of the motor neurones – resulting in permanent symptoms

A definite diagnosis of one of the following motor neurone diseases by a consultant neurologist:

- amyotrophic lateral sclerosis (ALS);
- Kennedy's disease, also known as spinal and bulbar muscular atrophy (SBMA);
- primary lateral sclerosis (PLS);
- progressive bulbar palsy (PBP); or
- progressive muscular atrophy (PMA).

There must also be **permanent** clinical impairment of motor function.

## Multiple sclerosis — with past or present symptoms

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must be clinical impairment of motor or sensory function, or a diagnosis of multiple sclerosis supported by findings of clinical objective evidence on magnetic resonance imaging (MRI).

### Neuromyelitis optica (Devic's disease)

A definite diagnosis of neuromyelitis optica by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

## Open heart surgery – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct any structural abnormality of the heart.

## Paralysis of limbs — total and irreversible

Total and irreversible loss of muscle function to the whole of a limb.

## Parkinson plus syndromes – resulting in permanent symptoms

A definite diagnosis by a consultant neurologist or geriatrician of one of the following Parkinson plus syndromes:

- multiple system atrophy;
- progressive supranucleur palsy;
- Parkinsonism-dementia-amyotrophic lateral sclerosis complex;
- corticobasal ganglionic degeneration; or
- diffuse Lewy body disease.

There must also be **permanent** clinical impairment of at least one of the following:

- motor function;
- eye movement disorder;
- postural instability; or
- dementia.

## Parkinson's disease – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease by a consultant neurologist. There must be **permanent** clinical impairment of motor function with either associated tremor or muscle rigidity.

For the above definition, the following are not covered:

• Parkinsonian syndromes/Parkinsonism.

## Pneumonectomy – removal of a complete lung

The undergoing of surgery on the advice of an **appropriate medical specialist** to remove an entire lung for disease or traumatic injury suffered by the **person covered**.

For the above definition the following are not covered:

- removal of a lobe of the lungs (lobectomy);
- lung resection or incision.

## Primary pulmonary hypertension – of specified severity

A definite diagnosis of primary pulmonary hypertension by a consultant cardiologist or specialist in respiratory medicine. There must be clinical impairment of heart function resulting in the **permanent** loss of ability to perform physical activities to at least Class III of the New York Heart Association classification of functional capacity.

For the above definition, the following is not covered:

• pulmonary hypertension secondary to any other cause i.e. not primary.

## Pulmonary artery graft surgery – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

## Spinal stroke – of specified severity

Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in **permanent neurological deficit with persisting clinical symptoms**.

## Stroke - of specified severity

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in all of the following:

- definite evidence of death of tissue or haemorrhage on a brain scan; and
- neurological deficit with persisting clinical symptoms lasting at least 24 hours.

For the above definition, the following are not covered:

- transient ischaemic attack;
- death of tissue of the optic nerve or retina/eye stroke.

## Systemic lupus erythematosus — with severe complications

A definite diagnosis of systemic lupus erythematosus by a consultant rheumatologist resulting in either of the following:

- permanent neurological deficit with persisting clinical symptoms; or
- **permanent** impairment of kidney function with a glomerular filtration rate (GFR) below 30ml/min.

### Third degree burns – covering 20% of the body's surface area or 50% loss of surface area of the face

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or 50% loss of surface area of the face which for the purpose of this definition includes the forehead and ears.

## Traumatic brain injury – resulting in permanent symptoms

Death of brain tissue due to traumatic injury resulting in **permanent neurological deficit with persisting clinical symptoms**.

### Date we assume risk

The date we assume risk is the later of:

- the date **you** or anyone acting on **your** behalf contacts **us** to ask **us** to start **your** cover, or the plan that **your** cover is under; or
- the date cover starts as shown on **your** cover summary.

## Endorsements

Means those documents used to add additional information to **your** cover to amend existing wording which become part of the terms and conditions of **your** cover. **We'll** send an **endorsement** to **you** only if **we've** the ability to make certain types of changes to **your** cover.

## Exclusion

Means a reason shown on **your** cover summary when **we** won't pay a claim.

## Intentional self-inflicted injury

If the cause of the claim is the death of the **person covered**, intentional self-inflicted injury means in **our** reasonable opinion the most likely cause of death is that the **person covered** took their own life, whether or not specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

If the cause of the claim is anything other than the death of the **person covered**, intentional self-inflicted injury means any injury they've suffered that is in **our** reasonable opinion the result of a deliberate act by the **person covered**.

## Neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination.

Symptoms that are covered include:

- Numbness
- Hyperaesthesia (increased sensitivity)
- Paralysis
- Localised weakness
- Dysarthria (difficulty with speech)
- Aphasia (inability to speak)
- Dysphagia (difficulty in swallowing)
- Visual impairment
- Difficulty in walking
- Lack of coordination
- Tremor
- Seizures
- Dementia
- Delirium
- Coma

The following are not covered:

- an abnormality seen on brain or other scans without definite related clinical symptoms;
- neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms;
- symptoms of psychological or psychiatric origin.

## Ordinary UK driving licence

A group 1 licence as defined in The Motor Vehicles (Driving Licences) Regulations 1999 as amended by The Motor Vehicles (Driving Licences) (Amendment) Regulations 2012, The Motor Vehicles (Driving Licences) Regulations (Northern Ireland) 1996 and any future amendment to the legislation which defines a group 1 licence.

### Permanent

Expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

### Person covered

The person named as such on **your** cover summary.

## **Retail price index**

This is the percentage increase in **the UK** government's retail price index (or if that index is no longer available, such other index as **we** reasonably determine to be equivalent) over the 12-month period ending three months before the anniversary of the date the plan started, subject to a minimum of 2% and a maximum of 10%.

### **Royal London**

The Royal London Mutual Insurance Society Limited.

## **Royal London Group**

Royal London and its subsidiaries.

### Standard terms

Your cover is on standard terms unless we've charged an extra premium or applied an exclusion to your cover.

### **Terminal Illness**

Terminal illness – where death is expected within 12 months.

A definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- the illness either has no known cure or has progressed to the point where it cannot be cured; and
- in the opinion of the attending consultant the illness is expected to lead to death within 12 months.

For us to accept the diagnosis of the **person covered** as evidence of a claim, it must be:

- made by an appropriate medical specialist,
- the first and unequivocal diagnosis of the illness, and
- confirmed by **our** chief medical officer.

### Term of the cover

The period between the date **your** cover starts (as shown on **your** cover summary) and the date **your** cover ends. Unless the **person covered** (or if there are two people covered, either of them) dies or is diagnosed with a **critical illness** that meets one of **our** definitions or meets the requirements of **our** definition of **total permanent disability** that is shown on **your** cover summary, the date **your** cover ends is the date shown on **your** cover summary.

### The UK

Means Scotland, England, Wales and Northern Ireland.

## Total permanent disability – of specified severity

The additional features section of **your** cover summary shows which definition of total permanent disability applies to **your** cover.

## Own occupation total permanent disability

Becoming **permanently** disabled according to all of the requirements of one of the following four definitions:

### 1. Total permanent disability – unable before age 65 to do your own occupation ever again

Loss of the physical or mental ability through an illness or injury before age 65 to the extent that **person covered** is unable to do the essential duties of their own occupation ever again. The essential duties are those that are normally required for, and/or form a significant and integral part of, the performance of the **person covered** in their own occupation that cannot reasonably be omitted or modified.

Own occupation means the trade, profession or type of work the **person covered** does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

For the above definition, disabilities for which the **appropriate medical specialist** cannot give a clear prognosis are not covered.

### 2. Total permanent disability – unable before age 65 to do 3 specified working tasks ever again

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 working tasks listed below ever again.

The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The working tasks are:

- Walking the ability to walk more than 200 metres on a level surface.
- **Climbing** the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- Lifting the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** the ability to bend or kneel to touch the floor and straighten up again.

- Getting in and out of a car the ability to get into a standard saloon car, and out again.
- Writing the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

## 3. Total permanent disability – unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The livings tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.

- **Maintaining personal hygiene** the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

# 4. Total permanent disability – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas; which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the **person covered**.

# Working tasks total permanent disability

Becoming **permanently** disabled according to all of the requirements of one of the following three definitions:

### 1. Total permanent disability – unable before age 65 to do 3 specified working tasks ever again

Loss of the physical ability through an illness or injury before age 65 to do at least 3 of the 6 working tasks listed below ever again. The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The working tasks are:

- Walking the ability to walk more than 200 metres on a level surface.
- **Climbing** the ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- Lifting the ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- **Bending** the ability to bend or kneel to touch the floor and straighten up again.
- Getting in and out of a car the ability to get into a standard saloon car, and out again.
- Writing the manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.

## 2. Total permanent disability – unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again. The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

## 3. Total permanent disability – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas;

which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the **person covered**.

## Living tasks total permanent disability

Becoming **permanently** disabled according to all of the requirements of either of the following definitions:

## 1. Total permanent disability – unable to look after yourself ever again

Loss of the physical ability through an illness or injury to do at least 3 of the 6 living tasks listed below ever again.

The **appropriate medical specialist** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the **person covered** expects to retire.

The **person covered** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. The living tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- The ability to dress and undress the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

## 2. Total permanent disability – mental incapacity

Irreversible mental incapacity due to an organic brain disease or brain injury supported by evidence of progressive loss of ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas; which causes a significant reduction in mental and social functioning, requiring the continuous supervision of the **person covered**.

### Total permanent disability for Children's Critical Illness Cover

We'll pay if the child is diagnosed as suffering total permanent disability for Children's Critical Illness Cover. All diagnoses must:

- be made by a consultant employed at a hospital within the geographical limits; shown in section 1 who is a specialist in an area of medicine appropriate to the cause of the claim,
- be the first and unequivocal diagnosis of total permanent disability for Children's Critical Illness Cover, and
- be confirmed by **our** chief medical officer.

Total permanent disability for Children's Critical Illness Cover means the **child** becoming **permanently** disabled through illness or injury to the extent that for a period of 12 consecutive months the **child** has been confined to their home, a hospital or similar institution and has required medically supervised constant care and attention.

The disability must be expected to last throughout the **child**'s life without prospect of improvement.

#### We or us or our

Means Royal London.

#### You or your

Means the plan owner or their legal successors except where a different meaning is given in these terms and conditions.



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